Doc # 2004152554

Page 1 of 3

Date: 04/12/2004 04:40P

Filed by: JAMES H MAGEE

Filed & Recorded in Official Records

of SKAMANIA COUNTY J. MICHAEL GARVISON

AUDITOR Fee: \$21.00

REAL ESTATE EXCISE TAX

After recording, return to:

23783 APR 1 2 2004

Foreclosures Northwest, Inc.

P.O. Box 1132

Tacoma, WA 98401-1132

(253) 383-1001

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SKAMANIA COUNTY TREASURER

## TRUSTEE'S DEED

FORECLOSURES NORTHWEST, INC., the GRANTOR, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to GREEN TREE FINANCIAL SERVICING CORPORATION N/K/A GREEN TREE SERVICING LLC., hereinafter referred to as GRANTEE, that real property, situated in the County of Skamania, State of Washington, described as follows:

Lot 1 of GARRETT ANTHONY SHORT PLAT, recorded in book 3 of Short Plats, Page 306, Skamania County Records.

Gary H. Martin, Skamania County Assessor

Date 3/29/04 Parcel #3-8-17-3-14/3

## **EXCEPTIONS:**

- 1. Easement as shown on the recorded Short Plat.
- Road Maintenance Agreement, including the terms and provisions thereof, recorded August 5, 1997 in book 167, Page 918.
- Covenants, Conditions, and Restrictions, including the terms and provisions thereof, recorded August 7, 1997 in Book 167, Page 987.

## RECITALS:

- 1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust recorded March 3, 1999, under Auditor's File No. 134463, records of Yakima County. State of Washington, from Bruce and Vicki Ledbeter as Grantors, to Mike Bohannon, as original Trustee, and by way of assignment to the undersigned Trustee in accordance with a Substitution of Trustee recorded September 23, 2003 under Auditor's File No. 150386 of the records of Skamania County, State of Washington, to secure an obligation in favor of Green Tree Financial Servicing Corporation n/k/a Green Tree Servicing LLC. who, either originally or due to assignment, is now the current beneficiary.
- 2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$122,186.10 with interest thereon, according to the terms thereof, in favor of Green Tree Financial Servicing Corporation n/k/a Green Tree Servicing LLC, and to secure any other sums of

money which might become due and payable under the terms of said Deed of Trust.

- 3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
- 4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, and a copy of said Notice was posted and/or served in accordance with law.
- 5. Green Tree Financial Servicing Corporation n/k/a Green Tree Servicing LLC., being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of the said Deed of Trust.
- 6. The defaults specified in the Notice of Default not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, executed on November 26, 2003 and recorded on December 5, 2003, under Auditor's File No. 151387, records of Skamania County, Washington, a Notice of Trustee's Sale of said property.
- 7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as the front steps of the Skamania Superior Courthouse, 240 Vancouver, Stevenson, State of Washington, a public place, at 10 o'clock am. on the 19th day of March 2004, and in accordance with law caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the sale; and further, included with this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.
- 8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
- 9. The Trustee makes no warranties of title and this deed may be subject to a right of redemption held by the Internal Revenue Service.
- 10. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in RCW 61.24 et seq.
- The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on March 19, 2004, the date of sale, which was not less than 90 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property herein above described, for the sum of \$135,347.47 in the form of a beneficiary's credit bid satisfying in full the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

///

## ## ## 200415255

Words and expressions used herein shall be applicable according to the context hereof, and without regard 12. to the number or gender of such words or expressions.

day of March 2004, by Trustee:

Foreclosures Northwest, Inc.

By JAMES H. MaGEE, President

O. Box 1132

Tacoma, WA/98401-1132

(253)383-1001

STATE OF WASHINGTON

COUNTY OF PIERCE

On this day personally appeared before me James H. MaGee to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he sign the same as his free and voluntary act and deed, for the uses and purposed therein mentioned. Given under my hand and the official seal this \_25 day of March, 2004

ine N. Peterson

NOTARY PUBLIC part for the State of Washington residing at Edgewood, WA

My Commission Expires: February 19, 2007

1